



MEMORANDUM

PSC
Agenda Item No. 4 (C)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 10, 2003

FROM: Steve Shiver
County Manager

A handwritten signature of Steve Shiver, County Manager, is written over a horizontal line.

SUBJECT: Local Patrol Police
Services Agreement with
the Village of Palmetto
Bay

RECOMMENDATION

It is recommended that the Board approve the Local Patrol Police Services Agreement (attached) with the Village of Palmetto Bay (Village) to provide the Village with local patrol police services for a three-year period commencing on the execution date of the agreement. The estimated cost to the Village for the first year of this agreement is \$3.551 million and includes 37 sworn personnel and 5 non-sworn personnel.

BACKGROUND

On June 20, 2000, the Board of County Commissioners established the Palmetto Bay Area Municipal Advisory Committee (the Committee) pursuant to Resolution No. 644-00, and again on April 24, 2001, by Ordinance No. 01-76. On November 20, 2001, the Board approved a resolution calling for a vote on incorporation for Palmetto Bay. As a condition of the Board's approval, the Committee agreed to, among other terms, enter into a contract with the Miami-Dade Police Department (MDPD) for the provision of local patrol services for a minimum of three (3) years. This condition is addressed in the Village of Palmetto Bay Charter (Charter), Section 9.4, Local Patrol Police Services adopted on September 11, 2002. The Charter also requires that the Village of Palmetto Bay contract with Miami-Dade County for the provision of specialized police service in perpetuity and exclusively by MDPD.

Negotiation of this agreement commenced shortly after the Palmetto Bay Village Council (Village Council) was sworn into office and a Village Manager was selected. The Local Patrol agreement was adopted by the Palmetto Bay Village Council on May 5, 2003. Also on the agenda today is the proposed Specialized Patrol Services Agreement adopted by the Village Council on June 2, 2003.

THE LOCAL PATROL POLICE SERVICES AGREEMENT

The agreement is for a three-year period after which the Village has the option of renewing the agreement for local patrol services with the County, establishing its own

municipal police force or contracting for services with another provider. The key points to the agreement are as follows:

- The MDPD will provide local patrol services to the Village. These patrol activities will include preventing and deterring crime, arresting criminal offenders, preventing traffic crashes, maintaining public order, and providing services to the community such as directed and preventive patrolling, responding to emergency and non-emergency calls for service, conducting field interviews, directing and controlling traffic, and issuing traffic citations. A general investigations unit will also be established to investigate criminal activity within the Village
- The agreement calls for 37 sworn personnel and 5 non-sworn personnel for the first-year of the agreement, these officers will work exclusively within the boundaries of the Village. These officers will continue to utilize their MDPD uniforms but, in addition, may wear a distinctive patch identifying them as the Village's local police force
- The attrition rate for the Village police unit will be the same as the rate for the entire department
- The estimated cost for the base services agreement for the first year is \$3.551 million. This includes the cost of the personnel, fringe benefits, vehicles, and overhead costs
- The Village will remain part of the County's 911 system, and, consequently, the County will retain all 911 fees generated within the Village to offset costs of providing the service
- All employees performing services for the Village will remain County employees, subject to all County and MDPD policies and procedures
- Based on the recommendation of the Director of the MDPD, the Village Manager will select a police captain to serve as the Village Commander
- If the Village Manager is dissatisfied with the Village Commander, the Director of MDPD, with the approval of the Village Manager, will designate a new Village Commander from a list of qualified MDPD nominees
- MDPD will collect crime statistics, calls for service data and other related law enforcement statistics specifically within the boundaries of the Village to provide accurate data on law enforcement services provided
- In the event that at the expiration of the agreement the Village chooses to create its own police force or contract with another provider, a phase-out period of a minimum 12 months is included in the agreement
- The contract may be terminated under very limited events of default

MDPD will also make the following optional services available to the Village. Payment for these services will be in addition to the base local patrol payment amount:

- Marine Patrol and Motorcycle Units
- School Crossing Guards section
- Community Affairs Bureau

- Special Events Unit
- Enhanced Enforcement Initiatives

Significant efforts have been made by County and Village staff to reach a mutually beneficial agreement that we hope will further the development and maintenance of a long-term relationship between the County and the Village in the provision of these and other services.

3

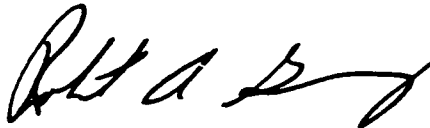


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY FOR THE PROVISION OF LOCAL PATROL POLICE SERVICES; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT, TAKE ANY ACTION REQUIRED OF THE COUNTY HEREIN AND EXERCISE ANY RENEWAL AND CANCELLATION PROVISIONS THEREIN.

WHEREAS, on September 11, 2002, a charter for the Village of Palmetto Bay was approved by the citizens of the Village and on November 7, 2002, the Village Council was sworn into office; and

WHEREAS, the Miami-Dade County Code Section 20-26 c and Article IX, Section 9.4 of the Village of Palmetto Bay charter, requires the Village to contract with the Miami-Dade Police Department for a specific level of patrol staffing for an initial period of three years;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Agreement by and between Miami-Dade County, Florida, and the Village of Palmetto Bay for local patrol services is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially

the form attached hereto, take any action required of the County herein and exercise any renewal or cancellation provisions therein. This agreement becomes effective as of the signing date.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency

RESO/

1 **INTERLOCAL AGREEMENT BETWEEN**
2 **MIAMI-DADE COUNTY AND**
3 **VILLAGE OF PALMETTO BAY FOR**
4 **LOCAL POLICE SERVICES**
5

6 **THIS AGREEMENT**, by and between the Village of Palmetto Bay a
7 municipal corporation organized and existing under the laws of the State of
8 Florida, (hereinafter referred to as "the village "), and Miami-Dade County, Florida
9 (hereinafter referred to collectively as "MDC"),

10 **WHEREAS**, the village is desirous of maintaining a high level of competent
11 professional police service in conjunction and harmony with its fiscal policies of
12 sound, economical management, and

13 **WHEREAS**, the village should have the flexibility to determine the level
14 and deployment of police services and to establish service priorities; and,

15 **WHEREAS**, MDC law enforcement personnel should be responsive to the
16 residents, businesses and visitors of the village, and it should work cooperatively
17 with the village to deter crime, solve crimes and address emerging trends; and,

18 **WHEREAS**, MDC has agreed to render to the village a continuing high
19 level of professional police service, and the village is desirous of contracting for
20 such services upon the terms and conditions hereinafter set forth, and

21 **WHEREAS**, the village is desirous of providing its daily police services
22 through a contractual relationship with MDC, and

23 **WHEREAS**, the parties' interest is to develop a long standing relationship
24 in order to effectively serve the village and its citizens, and

25 **WHEREAS**, MDC and the village would like to abide by the following
26 principles:

- 27 1. MDC law enforcement employees should be responsive to the citizens of
28 the village.
- 29 2. MDC law enforcement employees should work cooperatively with village
30 organizations in a problem-solving mode to maintain the safety and welfare
31 of village residents and visitors.

1 3. MDC should provide at a reasonable and predictable cost, efficient,
2 high-quality, appropriate law enforcement services supported by technology
3 that furthers the goals and expectations of the village and MDC. New
4 technology shall be implemented in a manner that follows the county's
5 existing scheduled implementation plans, unless mutually agreed upon by
6 the parties.

7 4. The village desires MDC to provide a high service level of police services
8 within its municipal boundaries, as provided in this agreement, and MDC
9 desires to provide a high level of service.

10 5. MDC shall provide to the village for the term of this agreement, and any
11 extensions of the term in accordance with the provisions of this agreement,
12 competent professional police services within and throughout the corporate
13 limits of the village to the extent and in the manner agreed upon by the
14 parties.

15 **NOW THEREFORE**, in consideration of the following mutual obligations the
16 parties agree as follows:

17 ARTICLE I

18 PURPOSE AND INTENT

19 MDC shall provide to the village competent, courteous, lawful, efficient and
20 effective local police services, as specified and for the term prescribed in this
21 agreement. The village will pay for, and cooperate with MDC in the provision of
22 those law enforcement services.

23 The Whereas clauses express the intent of the parties and are incorporated
24 into this agreement.

25 ARTICLE II

26 DEFINITIONS

27 For the purposes of this Agreement, the following terms shall be defined as:

28 **Call-For-Service** shall mean a request received from the public requiring a police
29 response or assistance.

1 **District Major** shall mean the MDPD District Four "Cutler Ridge" Major who is
2 responsible for overseeing the village commander's compliance with contractual
3 stipulations and maintenance of quality service delivery.

4 **Patrol Activities** means those diverse activities directed toward the attainment of
5 the objectives of enforcing the law, preventing and deterring crime, arresting
6 criminal offenders, preventing traffic crashes, maintaining public order, and
7 providing service to the community. Such activities include, but are not limited
8 to, directed and preventive patrolling, responding to emergency and non-
9 emergency calls for service, conducting field interviews, arresting criminal
10 offenders, directing and controlling traffic, issuing traffic citations and addressing
11 quality of life issues.

12 **Patrol Personnel** mean MDPD law enforcement personnel assigned to the village.

13 **Patrol Unit** means one marked patrol car and includes, but is not limited to, one
14 uniformed police officer and all standard support equipment as described in Exhibit
15 A.

16 **Service** shall mean comprehensive police patrol services provided each day of the
17 year, on a 24 hour per day basis within the jurisdictional boundaries of the village.

18 **Staffing Levels** shall mean the number of officers assigned to the village as they are
19 listed in Exhibit B of this Agreement.

20 **Staff Schedules** means those schedules prepared by the Village Commander to
21 appropriately deploy personnel to ensure appropriate police resources are
22 maintained each shift.

23 **Village Officials** means the council members, village manager, village attorney,
24 employees, agents, and subcontractors of the village.

25 **Village Commander** means a designated Police Captain who shall be authorized to
26 direct the daily operations in the village, effectuating the Village's priorities,
27 managing the delivery of police services, and ensuring the policing needs of the
28 village are adequately met. The village commander will act as a liaison to the
29 village manager.

30 ARTICLE III

1 LOCAL POLICE PATROL SERVICES

2 MDPD shall provide comprehensive local police patrol services, as set forth
3 in this agreement in accordance with Florida Statutes and the Miami-Dade
4 County Charter.

5 Without limiting the duty prescribed in the preceding paragraph, MDPD
6 patrol personnel shall respond to, and render aid in, emergency, life-saving and
7 in-progress violent crime incidents occurring inside the boundaries of the village.

8 A General Investigations Unit shall be established to conduct the necessary
9 investigations of criminal activity within the village. The General Investigations
10 Unit is a specialized assignment with the village for particular investigations where
11 and as needed. The unit shall operate in the traditional MDPD shift structure and
12 be comprised of police officers from the staffing structure described in Exhibit B.
13 The police officers assigned to this unit shall handle criminal investigations not
14 handled by the central specialized investigative units.

15 Patrol personnel will conduct watch orders upon formal request of a village
16 resident, property owner or business owner in the village. A watch order will
17 constitute a minimum of one visual and physical check by a uniformed patrol unit
18 of a residence, business, or other location to include the perimeter area within a
19 24-hour period.

20 Patrol personnel will respond to all calls-for-service within the village such
21 as, but not limited to, burglar alarm signals and to calls of suspicious activity at
22 locations in the village.

23 At the request of the village manager, the village commander or his
24 designee shall be available to attend each regular and special village council
25 meeting.

26 Patrol personnel assigned to the village shall make every reasonable effort to
27 maintain an average emergency response time goal of three minutes or less while
28 maintaining safe operations for the term of this Agreement. The average
29 emergency response time will be re-evaluated on an annual basis to establish an
30 appropriate emergency response time within the village's boundaries.

31 Patrol personnel may, if needed, respond to, and render aid in, emergency,
32 life-saving, and in-progress violent crime incidents occurring outside the
33 boundaries of the village. MDPD uniform patrol units, not part of the patrol
34 personnel assigned to the village, may, if needed, respond to, and render aid in,

1 emergency, life-saving, and in-progress violent crime incidents occurring inside the
2 boundaries of the village.

3 In the event patrol personnel must respond to incidents occurring outside
4 the boundaries of the village, the village commander or designee shall ensure
5 sufficient personnel remain in the village to continue routine and emergency patrol
6 activities.

7 Patrol personnel shall remain within the village's boundaries during their
8 assigned shift unless dispatched outside the village boundaries on the authorization
9 of the village commander or his, or her, designee.

10 MDC will provide dispatch response, manage the 911 system, and provide
11 communications support to police personnel assigned to the village.

12 Nothing in this contractual agreement is intended to usurp the authority of
13 the MDPD policies and procedures and the MDC collective bargaining
14 agreements. The village or its officials will not involve themselves in negotiating
15 with any collective bargaining unit, direct MDPD personnel to conduct unlawful
16 activities, utilize law enforcement information provided by MDPD in an official
17 capacity for personal use, or direct police personnel to deliberately contradict the
18 established MDPD policies and procedures. In addition, nothing herein is
19 intended to usurp the authority of the village, its policies, procedures and Charter.

20 MDPD shall continue to maintain a grid system that corresponds to the
21 boundaries of village. Statistical data shall be compiled to accurately describe the
22 incidence of reports of, and responses to, criminal activity within each grid, and to
23 identify emerging trends in criminal activity. MDPD shall compile data, and
24 prepare and deliver monthly and quarterly reports to the village manager. The
25 reports shall describe the type and number of criminal incidents for each grid
26 during the preceding period. The village commander shall present an annual
27 crime report to the village council. A written report shall be delivered to the
28 village manager not less than 30 days nor more than 45 days prior to the first
29 reading for an ordinance approving a budget for the ensuing fiscal year. The
30 village commander or designee shall deliver an oral report to the village council
31 upon the request of the city manager.

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33 ARTICLE IV

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OPTIONAL LAW ENFORCEMENT SERVICES

2 Upon written request of the village manager, MDC shall provide to the village
3 optional services. These services and respective fees are indicated in Exhibit D.
4 Payments for these services are in addition to payment made pursuant to Article
5 VII. The village manager will direct the level and frequency of these optional
6 services in consultation with the village commander.

7 MDPD shall be the sole provider of optional services that require sworn personnel.
8 The village may elect to procure optional services that do not require sworn
9 personnel from other providers.

10

ARTICLE V

11

SUPPORT & ANCILLARY SERVICES

12 Support services attributed to the establishment and performance of local
13 patrol services will be provided to the village. These services are identified and are
14 included as an overhead cost as indicated in Exhibit E and may be recalculated on
15 a yearly basis. Support services shall include but not be limited to:

16 Professional Compliance Bureau records, registers, conducts and controls
17 investigations of complaints against MDPD employees, supervises and
18 controls the investigations of alleged or suspected misconduct, maintains
19 the confidentiality of internal affairs investigations and records, and
20 conducts staff inspections to ensure adherence to policies and procedures.

21 Facilities Maintenance Section is responsible for the management and
22 maintenance of MDPD facilities and includes utilities, janitorial services,
23 and building leases of support and investigative elements.

24 Support Equipment includes the purchase of police radio equipment,
25 maintenance of police radio system and the purchase of safety equipment,
26 such as ballistic helmets and bulletproof vests.

27 Polygraph Examination is administered to applicants during the selection
28 and hiring process to determine the eligibility of entry-level police and other
29 support personnel.

30 Assessment Center is utilized as an assessment tool during the selection and
31 hiring process of entry-level police personnel and during the promotional
32 process for the ranks of sergeant, lieutenant and captain.

1 Training Bureau conducts the Basic Law Enforcement recruit classes,
2 manages training activities for law enforcement personnel to include
3 training mandated by the State of Florida to maintain Criminal Justice
4 Standards and Training Commission certification, and conducts specialized
5 training activities, such as first responder (CPR and AED), bicycle
6 certification, officer survival skills, community oriented policing, crime
7 scene techniques, investigative techniques and crime analysis procedures.

8 MDPD provides a variety of ancillary services incumbent on a large
9 metropolitan law enforcement agency. These services, denoted in Exhibit F and
10 provided by departmental elements not listed above, will be provided to the village
11 without additional costs. As further areas in unincorporated MDC continue to
12 incorporate, it will be necessary to re-evaluate the distribution of costs of these
13 ancillary services to the appropriate incorporated areas.

14 ARTICLE VI

15 MAINTENANCE OF ABILITY

16 MDPD shall furnish to, and maintain for the benefit of, the village, without
17 additional cost, all necessary labor, supervision, equipment and vehicles in good
18 working condition, communication facilities and routine supplies necessary and
19 proper for the purpose of performing the services, duties and responsibilities
20 described in this agreement.

21 In all instances where special supplies, stationery, notices, forms, business cards,
22 village seal and the like must be issued in the name of the village or its seal, the
23 cost shall be incurred by the village.

24 ARTICLE VII

25 CONSIDERATION

26 For local police services:

27 The village will pay \$ 3,550,698.00 for local police services for the first year
28 of this agreement as indicated in Exhibit I. The village shall make payments
29 to MDC in equal monthly payments of \$ 295,891.50. The payments by the
30 village shall be made to MDC no later than the 30th day of the following
31 month without demand. The first payment from the village to MDC for
32 services rendered from the effective date of this agreement through
33 _____, 2003 shall be due on _____, 2003.

Interlocal agreement/police services

April 24, 2003

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13

1 The village's payment for local police services shall be based on the staffing
2 level in Exhibit B and shall not exceed \$ 3,905,568.00 for the first year.
3 The village shall not pay for the cost of the Village Commander for the first
4 year of this Agreement.

5 Within 30 days from the end of each quarter, MDC shall issue a credit or
6 debit memorandum to the village based upon a reconciliation of the
7 payments made by the village and actual personnel and vehicle costs of
8 personnel assigned to the village. The actual costs shall include direct
9 salaries, plus all associated fringe benefit costs, overhead costs and vehicle
10 costs. Each quarter's debit or credit memorandum shall be applied by the
11 village to the following month's payment.

12 Payment by the village for optional services will be based upon services
13 rendered to the village at the rates specified in Exhibit D. MDC will
14 invoice the village on a quarterly basis for optional services. Payments for
15 optional services are due no later than the 15th day from receipt of an
16 invoice by the village provided that the first payment from the village to
17 MDC for services rendered from the effective date of this agreement
18 through _____, 2003, shall be due on _____, 2003.

19 Payment for the services provided by MDC for subsequent years shall be
20 based upon the level of staffing services requested by the village utilizing the
21 actual costs of personnel and equipment.

22 The County will retain all 911 fees generated within the village to offset
23 the costs of providing 911 services.

24 Except for the 911 fees, the village shall retain the right to receive all
25 revenues generated pursuant to Florida Statutes and available to
26 municipalities for law enforcement activities.

27 The County agrees to cooperate with the village in the preparation and
28 submittal of any federal and state grant funding applications.

29 ARTICLE VIII

30 DISTRICT OFFICE

31 MDPD may continue to maintain an office for the Hibiscus Substation at
32 9827 Hibiscus Street.

MDPD personnel assigned to the village may continue to utilize the Cutler Ridge District located at 10800 SW 211 Street.

Costs associated with the district station to include lease, utilities, general operating supplies, and maintenance are included in the overhead rate paid by the village. MDPD shall provide the village with a non-emergency phone line dedicated to the village. The MDC will work cooperatively with the village to determine the best method and cost of implementing this provision.

The village reserves the right, to establish a police station and, or, satellite offices with appropriate equipment, subject to the approval of MDPD, and approval shall not be unreasonably withheld. Upon approval, MDPD shall relocate the Palmetto Bay personnel to this location. The Village shall be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the village exercises this option, the overhead charges to the village specified in Exhibit E for MDPD shall be reduced accordingly. MDPD shall be responsible for specialized police equipment such as radios, antennas and bullet proof glass, if deemed necessary.

ARTICLE IX

COMMAND STAFF

MDPD recognizes the importance of the village commander in the provision of law enforcement services to the village, and will make every effort to designate a village commander who will be responsive to the village and the community, meet the needs of area residents, business and visitors, and ensure the highest level of law enforcement activities are provided to the village.

The village commander shall, among other specified duties, act as liaison between the village and MDPD.

The village manager shall be entitled to select the village commander, with the approval of the Director or designee. The village commander shall be selected from nominations provided by the Director or designee and the village manager. The nominations shall be of duly sworn and qualified MDPD captains. The Director or designee shall advise the village manager of any nominations who have elected to participate in the DROP program.

In the event the village becomes dissatisfied with the performance of the village commander, specific concerns regarding performance should be discussed

1 with the District Major to ascertain avenues of resolution and immediate
2 remediation, if any.

3 If specific issues cannot be resolved, the village manager may request removal
4 of the village commander. The Director or designee may, upon request by the
5 village manager, designate a new village commander through the selection process
6 prescribed in this agreement. The district major and the village manager shall
7 meet to discuss possible remedies to any problems experienced by the village.
8 MDPD agrees to act expeditiously and in good faith in resolving any problems
9 experienced by the village and in replacing the village commander.

10 The village commander will be permanently located in the same facility as
11 police personnel assigned to the village. However, in the event that this location
12 differs from the village's governmental facility, the village commander will liaison
13 daily with the village manager or his, or her, designee.

14 The village and MDC will collectively be responsible for all emergency
15 management duties of the village, in conjunction with the village and MDPD
16 emergency operations policies and procedures.

17 ARTICLE X

18 EMPLOYMENT RESPONSIBILITY

19 All police officers and other persons employed by MDPD in the
20 performance of local police services for the village shall be and remain MDC
21 employees.

22 MDPD employees assigned to the village will continue to abide by the
23 MDPD policies and procedures established in the Departmental Manual and
24 pertinent subordinate directives.

25 MDC shall be solely responsible for all employee insurance benefits, civil
26 service benefits, compensation and, or, any status or rights during the course of
27 employment with MDC. Accordingly, the village shall not be called upon to
28 assume or share any liability for, or direct payment of, any salaries, wages,
29 contribution to pension funds, insurance premiums or payments, workers'
30 compensation benefits under Chapter 440, Florida Statutes, or any other benefites
31 of employment to any MDC personnel performing services, duties and
32 responsibilities under this agreement for the benefit of the village, or any other
33 liabilities whatsoever.

1 MDC is, and shall be, in the performance of all work, services and activities
2 under this agreement, an independent contractor and not an employee, agent or
3 servant of the village. Nothing in this agreement shall be construed to create an
4 employment relationship between the village and any MDC employees.

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7 ARTICLE XI

8 EMPLOYMENT; RIGHT OF CONTROL

9 MDPD shall have and maintain the responsibility and control of the
10 services rendered, standards of performance, discipline of personnel, all personnel-
11 related matters and other matters incident to the performance of the services,
12 duties and responsibilities, as described and contemplated in this agreement.
13

14 Since it is imperative for MDPD personnel assigned to the village to become
15 acquainted with the general characteristics of the village, personnel assigned to the
16 village shall become familiar with its geography, its industrial, business and
17 residential composition and its crime problems.

18 The village commander, after notification to the village manager, shall have
19 the discretion to assign new personnel and to transfer or reassign any personnel
20 assigned to the village pursuant to departmental policies and collective bargaining
21 agreements. MDPD will not make arbitrary staff changes. Transfers may be made
22 for promotional, career opportunity, at the request of the employee, or at the
23 request of the district major, or at the discretion of the Director of MDPD or
24 designee.

25 Staffing Levels are listed in Exhibit B of this Agreement, and may be modified by
26 the village commander from time to time as needs arise. The level, degree, type of
27 service and number of positions assigned to each service shall be determined by the
28 village in consultation with MDPD. However, at no time shall the staffing level be
29 less than the determined minimum number of requisite positions mutually agreed
30 upon and reflected in Exhibit C. The village commander may utilize overtime to
31 fill temporary vacancies caused by, but not limited to, leave issues, temporary
32 disability, relief of duty and FMLA.

1 The village commander may maintain staffing levels by adjusting the schedules of
2 personnel assigned to village.

3 Staff schedules may be adjusted temporarily upon the approval of the village
4 commander to meet operational needs, not to exceed one pay period. Any
5 permanent adjustment to staff schedules to include those which exceed one pay
6 period will require the written approval of both the village manager and the village
7 commander or designee. Pursuant to the MDC collective bargaining agreements,
8 the final decision of any unresolved issues regarding this matter will be left at the
9 discretion of the Director of MDPD.

10 In the event the village manager becomes dissatisfied with the performance
11 of any personnel assigned to the village, the village manager shall discuss the
12 concerns with the village commander. Upon the request of the village manager,
13 the village commander may transfer or reassign personnel out of the village with
14 the concurrence of the Director of MDPD or designee.

15 The village commander shall provide the village manager with a prompt
16 written notice of any transfer or reassignment of village police personnel initiated
17 by MDPD.

18 Any transfer or reassignment of personnel out of the village shall not occur
19 without first filling the vacated position if, as a result of this vacancy, the village's
20 attrition rate will exceed the department's overall attrition rate for the preceding
21 quarter.

22 The village commander will promptly address concerns expressed by the
23 village manager regarding performance of police personnel pursuant to the
24 departmental policies and procedures, career service procedures and collective
25 bargaining agreements.

26 .

27 Notwithstanding the provisions of this article, if the village commander
28 determines that, as a result of staff re-assignments, there will be a material change
29 in the tenure ratio of officers, the village commander shall obtain approval of the
30 village manager prior to implementation of the change in tenure ratio.

31 ARTICLE XII

32 EMPLOYMENT; AUTHORITY TO ACT

1 Each sworn officer of MDPD who, from time to time, may be assigned to
2 the village, to the extent allowed by law, shall be, and hereby is, vested with the
3 police powers of the village that are necessary to provide the police services under
4 this agreement. This vesting of powers is made for the sole and limited purpose of
5 giving official and lawful status to the performance of law enforcement services
6 provided by sworn officers.

7 Every sworn officer of MDPD assigned to the village shall be deemed to be a
8 sworn officer of the village while performing the services, duties and responsibilities
9 which constitute municipal functions and are within the scope of this agreement.

10 Sworn officers of MDPD shall be, and hereby are, vested with the additional
11 power to enforce the ordinances of the village, to make arrests incident to the
12 enforcement Miami-Dade county and village ordinances and to perform other
13 tasks as are reasonable and necessary in the exercise of their powers.

14 ARTICLE XIII

15 OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

16 The village manager may request additional police personnel assigned to
17 patrol within the village in order to provide additional police security activities for
18 special initiatives, village sponsored activities and events. The additional police
19 security activities shall be provided on an overtime basis and shall be paid for based
20 upon the actual personnel costs to include overtime and applicable fringe benefit
21 rates, pursuant to applicable collective bargaining agreements.

22 The village manager will make every effort to notify the village commander,
23 in writing, at least fourteen days, or as soon as practical, prior to a village event to
24 request police personnel.

25 The village commander, within the constraints of the collective bargaining
26 agreements and with the approval of the village manager, should have maximum
27 flexibility to modify assignments, develop special assignments and participate in
28 special task forces and groups (e.g. September 11th Disaster Response and
29 Operation Blue Lightning)

30 ARTICLE XIV

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1 The costs for the design and acquisition of the items mentioned in this article shall
2 be incurred by the village.

3 All property and equipment purchased by the village through the village's
4 general fund or forfeiture monies for use by MDPD personnel assigned to the
5 village will be the sole property of the village, and shall be subject to the approval
6 of MDPD to ensure consistency with its policies and procedures and operational
7 uniformity. Any agreements for sale of the property to MDPD will be approved
8 pursuant to the village's policies and procedures.

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13 ARTICLE XVI

14 REPORTING

15 MDPD will provide the following reporting services to the village:

16 ***Annual Fiscal Report.*** MDPD shall submit an annual report detailing the
17 village's budgetary police expenditures and reconciliation of funds. MDC shall
18 deliver any audit reports on police expenditures relating to the village's local patrol
19 services to the village manager within 20 days of the preparation of the report by a
20 county auditor or delivery of the report to the county by an outside auditor.

21 ***Forfeiture Reports.*** MDPD shall submit a biannual report detailing
22 forfeiture activity involving law enforcement personnel assigned to the village for
23 the period and the year. The report shall include a description and estimate of
24 value of properties seized and whether or not disposition has been adjudicated.

25 ***Maintenance of Criminal Records.*** MDPD Central Records Bureau is the
26 central repository for all departmental records and ensures compliance with Florida
27 Public Records Law, chapter 119, Florida Statute. MDPD will continue to
28 maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits
29 relating to the village, and report uniform crime statistics to the Florida
30 Department of Law Enforcement on behalf of the village.

1 The village will be solely responsible for the administration, control,
2 financial management and compliance requirements of all federal and state
3 forfeiture funds awarded to the village.

4 The MDPD legal bureau will be solely responsible, pursuant to established
5 departmental policies and procedures, for all other matters concerning state and
6 federal forfeitures involving MDPD personnel assigned to the village.

7 The village's share of fines and forfeited property will be based upon the
8 ratio that the participation of the law enforcement personnel assigned to the
9 village bears to the participation of all law enforcement agencies participating in
10 the seizure of the property in accordance with state and federal law.

11
12
13
14
15 ARTICLE XIX

16 CLAIMS

17 MDC is a political subdivision of the State of Florida and has elected to
18 provide a program to administer and resolve claims that would generally be
19 covered by a contractual insurance carrier, subject to the provisions of section
20 768.28, Florida Statutes.

21 During the term of this agreement, MDC shall process any and all claims by
22 any parties related to MDC's performance of services specified in this agreement,
23 subject to the limitations of section 768.28, Florida Statutes.

24 ARTICLE XX

25 INDEMNIFICATION

26 To the extent permitted by law and as limited by section 768.28, Florida
27 Statutes, the village shall defend, indemnify and hold harmless MDC and its
28 officers, employees, or agents from any and all liability, losses or damages, including
29 attorneys' fees and costs of defense, which MDC or its officers, employees, or
30 agents may incur as a result of any claim, demand, suit, or cause of action or

any kind or nature arising out of, relating to, or resulting from the breach of this agreement by the village, its employees, officers and shall promptly notify the village of each claim, cooperate with the defense and resolution of each claim and not settle or otherwise compromise without the village's participation.

extent permitted by law and as limited by section 768.28, Florida shall defend, indemnify and hold harmless the village and its officers, or agents from any and all liability, losses or damages, including reasonable costs of defense, which the village or its officers, employees, or agents as a result of any claim, demand, suit, or cause of action or any kind or nature arising out of, relating to, or resulting from the breach of this agreement by MDC, its employees, officers, and agents shall promptly notify MDC of each claim, cooperate with the defense and resolution of each claim and not settle or otherwise compromise without MDC's participation.

Survival provisions of this agreement shall survive termination of the agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the term of this agreement.

ARTICLE XXI

DEFAULT

Definition of default by Miami-Dade County shall mean:

Police services:

Repeatedly disregards local patrol police priorities established by the Village Manager and which have been communicated in writing to MDPD.

Does not maintain sufficient personnel in the village to handle emergency patrol activities as indicated in Exhibit B.

Is not able to attain an average emergency response time of 5 minutes or less.

Definition of default shall mean a material breach of this agreement by the village as follows:

The village to provide payment as stipulated.

As indicated in the agreement, the village shall ensure the safety of the community.

Attainable local

Event of default

Village, the village shall notify MDC that the breach has occurred within a 60-day period, as the village shall, so long as the village acts with diligence which the village

MDC, MDC may deem the village that the breach has occurred within a 60-day period. MDC may deem the village has acted with diligence and in accordance with DC prescribes.

Condition of this agreement upon receipt of a breach within 30 days of the specified time or, at the discretion of the breaching party.

To enforce any terms of the agreement, which may be a breach of default, or to

1 compel specific performance by MDC during the post-termination transition of
2 services period, the parties shall submit to the dispute resolution procedures of
3 chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

4 ARTICLE XXIII

5 OPTION TO RENEW

6 The parties shall meet no later than January 1, 2006, to negotiate the terms
7 and conditions of any extension (the "Renewal Term") to the Initial Term listed in
8 Article XXIV and shall conclude such negotiations no later than April 30, 2006, in
9 order for both parties to anticipate budgetary considerations for fiscal year range.
10 The Renewal Term may be for a period of up to five years.

11 In the event that the parties cannot come to a mutual agreement on the
12 terms and conditions of the Renewal Term, this Agreement shall expire on the
13 date specified in Article XXIV.

14 ARTICLE XXIV

15 TERM

16 This agreement shall be effective on July 1, 2003, and shall expire at
17 midnight on June 30, 2006, unless terminated earlier as specified in Article XXII.

18
19 ARTICLE XXV

20 TRANSITION

21 In the event of the termination for default or expiration of this agreement,
22 MDC and the village shall cooperate in good faith in order to effectuate a smooth
23 and harmonious transition from MDPD to a local police department and to
24 maintain during the transition period the same high quality of police protection
25 prescribed by this agreement for the residents, businesses and visitors of the village.

26 Upon the expiration of this agreement relating to local police and related
27 support services, as required by art. IX, sec.9.4 of the village charter, the transition
28 period for shall be no less than 12 months.

29 Upon completion of the transition period and in the further event that the
30 village is unable to provide the same level of local police protection through its

1 own police force at the time of the termination or expiration, the term of this
2 agreement shall be extended upon the written request of the village manager in 90
3 day increments or until the village is capable of rendering the police service.

4 The compensation to be paid to MDC during the phase-out period shall be
5 a pro-rated at the time of termination or expiration.

6 ARTICLE XXVI

7 INDEPENDENT CONTRACTORS

8 MDC, for the purposes of this agreement, is and shall remain an
9 independent contractor; provided, however, independent contractor status shall
10 not diminish the power and authority vested in MDPD and its sworn officers
11 pursuant to Article XII.

14 ARTICLE XXVII

15 RECORDS, INSPECTION, AUDIT

16 MDC shall keep records with respect to the expenditure of funds paid by
17 the village and the services provided to the village under this agreement. All the
18 records shall be retained by MDC for a minimum of three years from the date of
19 termination or expiration of this agreement. MDC shall maintain accounting
20 records on expenditures under this agreement in accordance with generally
21 accepted accounting standards, generally accepted government accounting
22 standards, and other applicable standards.

23 The village manager or his, or her, designee may inspect and audit the
24 records upon reasonable notice to MDC. Reasonable notice should include a
25 written request no less than seven working days prior to the intended site visit and
26 the identification of the specific records to be inspected.

27 MDC shall provide access to the village manager or his, or her, designee to
28 the records during regular business hours. MDC agrees to provide the assistance,
29 as may be necessary, to facilitate the inspection or audit by the village to insure
30 compliance with applicable accounting and financial standards.

Should the village, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the village and the actual services received by the village from MDC, or the costs of the services, or the village finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within 30 days of receipt of written notification from the village manager, either credit or debit the village the amount of the discrepancy or refund the amount. If MDC disagrees with the village's audit, MDC shall notify the village manager within 15 days of the receipt of the audit findings requesting an independent audit. The village manager and the county manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

12 ARTICLE XXVIII

13 AUTHORITY TO EXECUTE; NO CONFLICT CREATED

14 The county manager, by execution of this agreement, represents to the
15 village that he has full power and authority to make and execute this agreement
16 pursuant to the resolution of the county commissioner.

17 The village mayor, by the execution of this agreement, represents to the
18 MDC that he has full power and authority to make and execute this agreement
19 pursuant to the resolution of the village council.

20 ARTICLE XXIX

21 AMENDMENTS

22 This agreement may be modified at any time during the term by mutual
23 written consent of both parties.

24 ARTICLE XXX

25 NOTICE

26 All required notices shall be given by first class mail, except that any notice
27 of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall
28 be addressed to the parties at the following addresses:

29 Village: Village Manager
30 Village of Palmetto Bay
31 C/o Chamber South
32 900 Perrine Avenue

1 Palmetto Bay, Florida 33157
2
3 and Village Attorney
4 c/o Earl G. Gallop
5 Nagin Gallop Figueredo, P.A.
6 3225 Aviation Avenue – Suite 301
7 Miami, Florida 33133
8
9 MDC: County Manager
10 Miami-Dade County
11 Stephen P. Clark Center
12 111 NW First Street
13 Suite 2910
14 Miami, Florida 33128
15
16 and Director
17 Miami-Dade Police Department
18 9105 NW 25 Street
19 Miami, Florida 33172
20
21 and Office of the County Attorney
22 Stephen P. Clark Center
23 111 NW First Street
24 Suite 2810
25 Miami, Florida 33128
26

27 ARTICLE XXX

28 NON-ASSIGNABILITY

29 Neither party shall assign any of the obligations or benefits of this
30 agreement.

31

32 ARTICLE XXXI

33 ENTIRE AGREEMENT

1 The parties acknowledge, one to the other, that the terms of this agreement
2 constitute the entire understanding and agreement of the parties regarding the
3 subject matter of the agreement.

4 The exhibits referred to and annexed to this agreement are made a part of
5 this agreement.

6 If a court of competent jurisdiction renders any provision of this agreement
7 (or portion of a provision) to be invalid or otherwise unenforceable, that provision
8 or portion of the provision will be severed and the remainder of this agreement will
9 continue in full force and effect as if the invalid provision or portion of the
10 provision were not part of this agreement.

11 ARTICLE XXXII

12 BINDING EFFECT

13 This agreement shall insure to the benefit of, and be binding upon, the
14 respective parties' successors.

15
16 (Signature Page Follows)

1 ATTEST:

VILLAGE OF PALMETTO BAY,

2

a municipal corporation

3

4

5 By: _____

6 Meighan Pier

Eugene P. Flinn, Jr.

7 Village Clerk

Mayor

8

9

10 APPROVED AS TO FORM AND

11 LEGAL SUFFICIENCY:

12

13

14 By: _____

15 Earl G. Gallop

16 Village Attorney

17

18

MIAMI-DADE COUNTY

19

A political subdivision of the

20

State of Florida

21

22

By it's Board of County

23

Commissioners:

Interlocal agreement/police services

April 24, 2003

Page 25 of 26

31

1

2

3

4

County Manager

5

6 ATTEST:

7 HARVEY RUVIN, CLERK

8

9 By _____

10 Deputy Clerk

11

12

13 APPROVED AS TO FORM AND

14 LEGAL SUFFICIENCY:

15

16 By _____

17 County Attorney

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

UNIFORMS AND EQUIPMENT

1. Police: Includes Police Reserve Officers

	<u>QUANTITY AUTHORIZED</u>		
	<u>Officer</u>	<u>Motorcycle</u>	<u>Mounted</u>
Ammunition, Rounds	18	18	18
Armor, Body	1	1	1
Badge, Breast	1	1	1
Badge, sew on, gold color, supervisor silver color, officers	2	2	2
Baton	1	1	1
Belt, Service, 2 1/4"	1	1	1
Belt Stop	1	1	1
Binder, 3-ring	1	1	1
Boots		2	2
Breeches		5	5
Buttons, Shirt, Silver			30
Cap, Baseball	1	1	1
Cap, Uniform	1	1	1
Cargo Pants	1	1	1
Cargo Shirts	1	1	1
Carrier, Radio	1	1	1
Cover, Cap	1	1	1
Coveralls	1	1	1
Decal, Helmet	1	1	1
File, Expanding	1	1	1
Footwear, Special Purpose	1		
Gas Mask	1	1	1
Gloves, Orange	1	1	1
Handbook, Florida Law Enforcement	1	1	1
Handcuffs	1	1	1
Handcuff Case	1	1	1
Hat, Lawman-Style, Straw			1
Helmet, General Duty with straps	1	1	1
Helmet, Motorcycle		1	
Holder, Baton	1	1	1
Holster, Revolver/Semi-automatic	1	1	1
Insignia, Assignment Designator			
Selected Elements	16	16	16
Departmental	16	16	16
Insignia, Hat	1	1	1
Jacket, Brown	1	1	1
Jacket, Waist Length Cold Weather (Motorcycle and Canine only)		1	
Keepers, D-ring		2	2
Keepers, Belt	4	4	4
Manual, Departmental	1	1	1
Map, Street	1	1	1
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	1
Poncho			1
Raincoat	1	1	1
Revolver	1	1	1
Scarf (Honor Guard and Mounted Patrol only; one white, one black)			2
Scarf, Gold color, sergeants			1
Scarf, Brown color, officers			1
Shirt, Long Sleeve, Taupe	2	2	2
Shirt, Short Sleeve, Taupe (police reserve officer, 2)	5	5	5

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

QUANTITY AUTHORIZED

	<u>Officer</u>	<u>Motorcycle</u>	<u>Mounted</u>
Shoes, Deck (Marine Patrol only)	1		
Shoes (Male or Female) Class A	2	2	2
Shoes, Class B	1	1	1
Skirt (issued to lieutenants and above)			
Speed Loader	1	1	1
Speed Loader Pouch	1	1	1
Strap, Shoulder	1	1	1
Trousers, Male or Female, Brown, with stripe (police reserve officer, 2)	5	5	5
Vest (issued to selected departmental elements)	1	1	1
Whistle	1	1	1
Whistle Strap	1	1	1

II. Police Officer Trainee, Public Service Aide, Police Records Specialist

	<u>Police Officer Trainee</u>	<u>Public Service Aide</u>	<u>Police Records Specialists</u>
Armor, Body	1	1	
Baton	1		
Belt, Service, 2 1/4"	1	1	
Belt Stop	1	1	
Belt, Web, Uniform (Return after graduation)	1		
Binder, 3-ring	1	1	
Cap, Uniform	1	1	
Carrier, Radio		1	
Cover, Cap	1	1	
File, Expanding	1		
Gloves, Orange	1		
Handbook, Florida Law Enforcement	1	1	
Handcuffs	1		
Helmet, General Duty with straps	1		
Holder, Baton	1		
Insignia, Assignment Designator Metropolitan Police Institute (MPI)		10	10
Emblems for Trainees	10		
Jacket, Blue	1		
Jacket, Brown		1	
Manual, Departmental	1	1	1
Map, Street	1	1	
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	
Raincoat	1	1	
Shirt, Long Sleeve, White		2	
Shirt, Short Sleeve, Blue	5		
Shirt, Short Sleeve, White		5	5
Shoes (Male or Female) Class A	2	2	1
Shoes, Class B		1	
Trousers, Male or Female, Brown, with stripe		5	
Trousers, Male or Female, Brown, no stripe			5
Trousers, Blue, Male or Female	5		
Whistle	1		

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

QUANTITY AUTHORIZED		
	<u>Civilian Supervisor</u>	<u>Civilian Worker</u>
III. Civilian Uniformed Personnel (Class K)		
Belt, Black	1	1
Coveralls	1	1
Jacket, Blue	1	
Nameplate (Gold)	1	
Nameplate (Silver)		1
Shirt, Short Sleeve, Khaki or White	5	5
Shoes, Low Cut, Black	1	
Shoes, Safety	1	1
Shoulder Patches	12	12
Trousers, Khaki or Brown	5	5
IV. Communications Bureau (Class L)		
	<u>Police Dispatcher and Complaint Officer</u>	
Belt	1	
Jacket, brown	1	
Patches	12	
Shirt, knit, white	5	
Shoes/Sneakers	1	
Trousers or Skirts	5	
V. School Crossing Guards	<u>Crossing Guard</u>	
Belt, Web, Uniform	1	
Cap, Baseball, Blue	1	
Embroidered Tab, Supervisor	1	
Gloves, Orange	2	
Jacket, Blue	1	
Raincoat	1	
Shirt, Short or Long Sleeve, White	5	
Shoes, Male or Female, Black	1	
Shoulder Patches	8	
Trousers, Male or Female, Blue	5	
Vest, Safety, Orange	2	
Whistle	1	
Whistle Strap	1	

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

VI. Honor Guard Unit (additional items)

<u>Item</u>	<u>Quantity Authorized</u>
Ammunition, Rounds, Silver Tip	6
Belt	1
Buttons, Shirt, Silver	30
Chain, Whistle	1
Gloves, White (Pair)	4
Grips, Wooden, Large	1
Handcuff Case	1
Hat, Lawman-Style, Straw, Brown	1
Holster, Swivel, Revolver (Right Only)	1
Honor guard Tabs	6
Insignia, Hat Badge	1
Jacket, Brown	1
Keepers, Belt	4
Longevity Emblems	Varies
Citation Cords (2 White/1 Black)	3
Name Plate	2
Revolver, Smith & Wesson	1
Sam Brown Belt	1
Ascots (2 White/1 Black)	3
Shirts, Long Sleeve, Taupe	2
Shirts, Polo	3
Shoes, Black	1
Speed Loader	1
Speed Loader Pouch	1
Stars, Honor guard, Collar	2
Trousers, Male/Female, Brown	2
Whistle, Silver	1
Wreath	1

EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class A, Sworn Formal Uniform

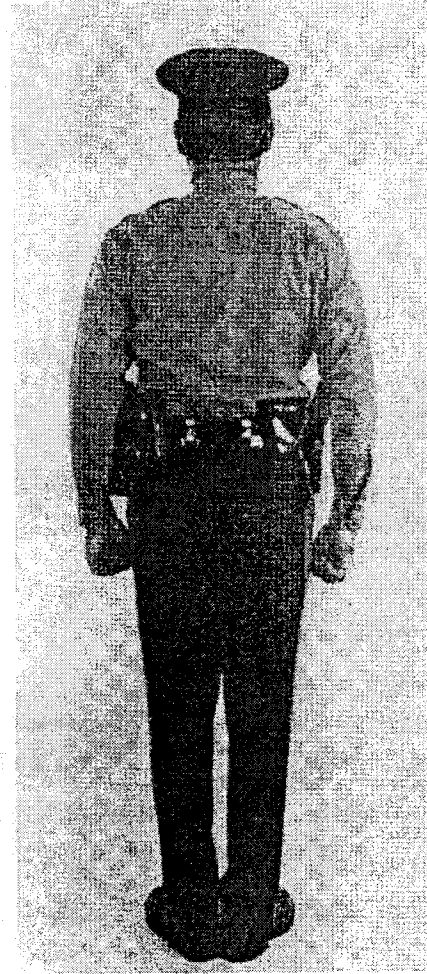


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class A, Sworn Formal Uniform - Motorcycle Unit

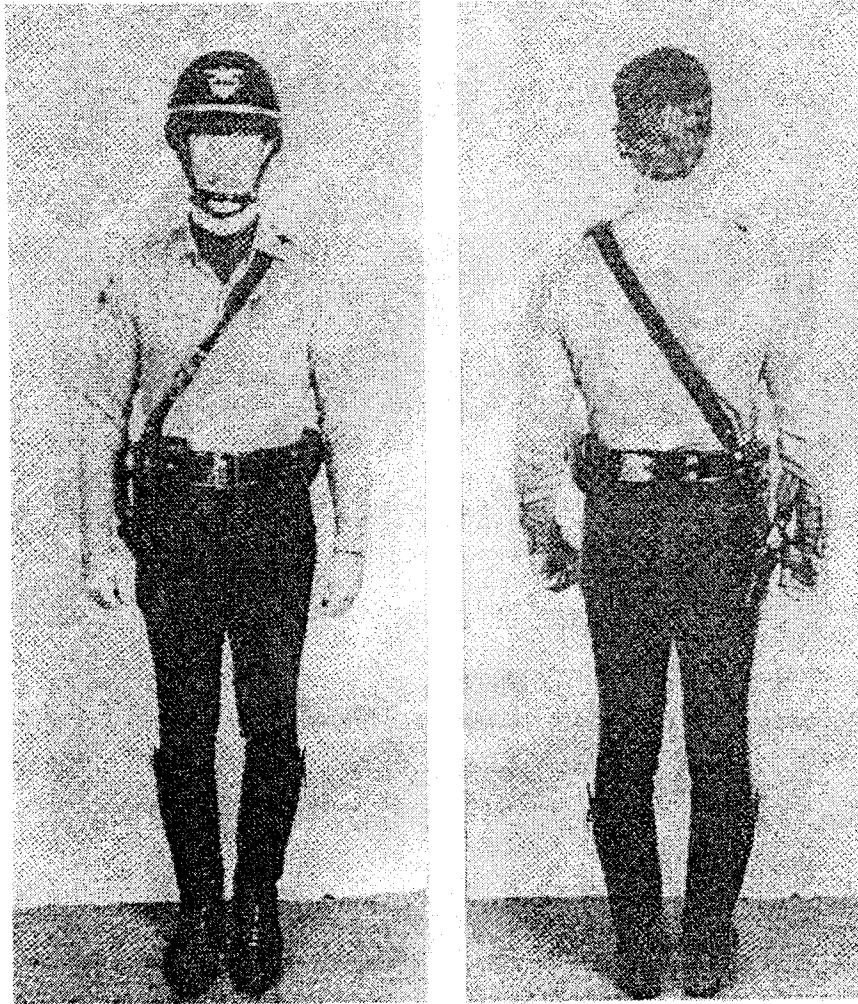


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT**

Class B, Sworn Abbreviated Uniform

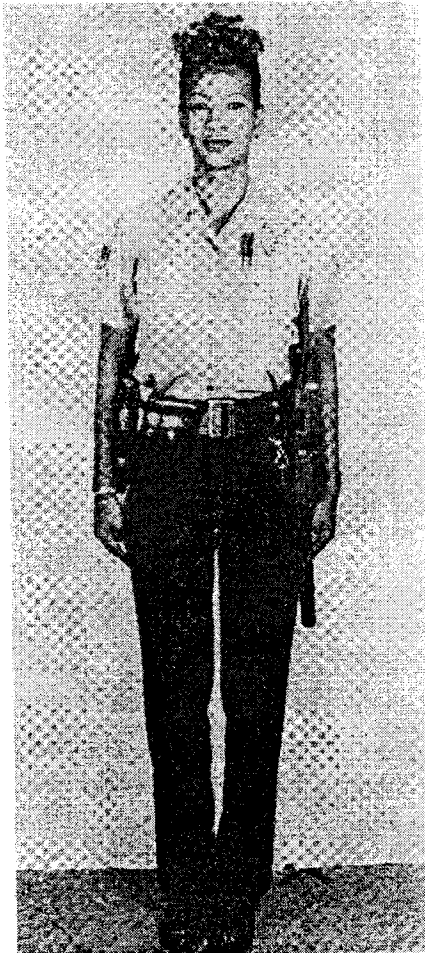


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class B, Sworn Abbreviated Uniform - Motorcycle Unit

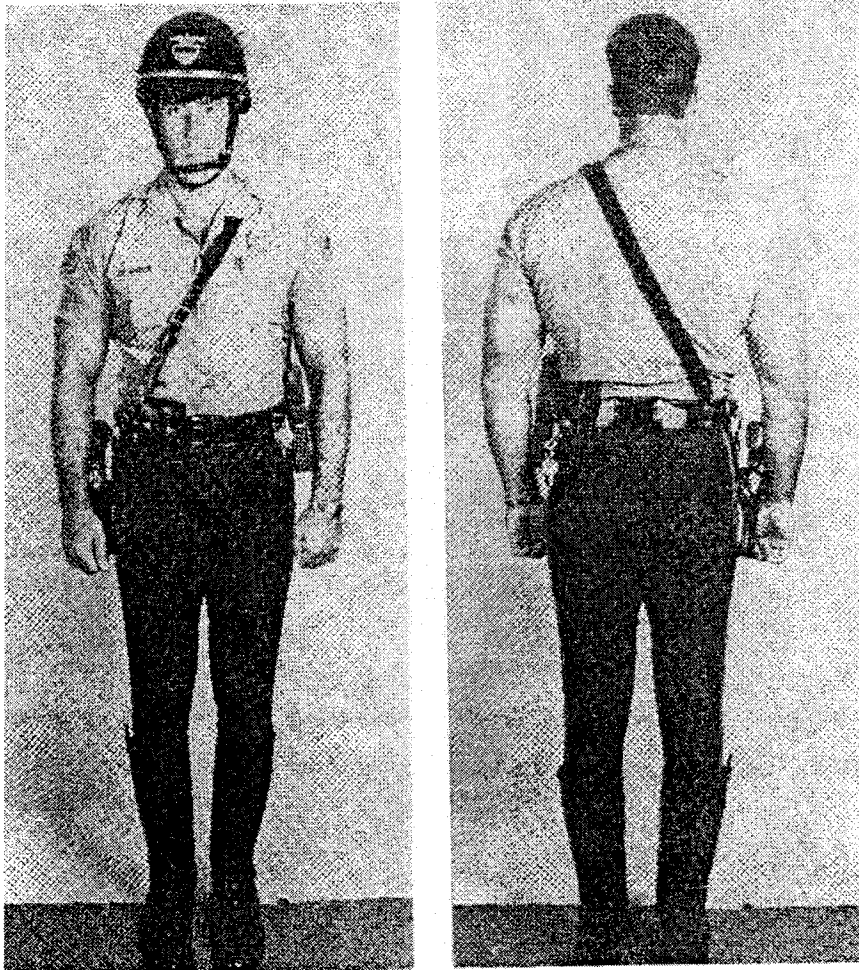


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class A or B Option, A-Line Skirt



EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class C, Honor Guard Uniform

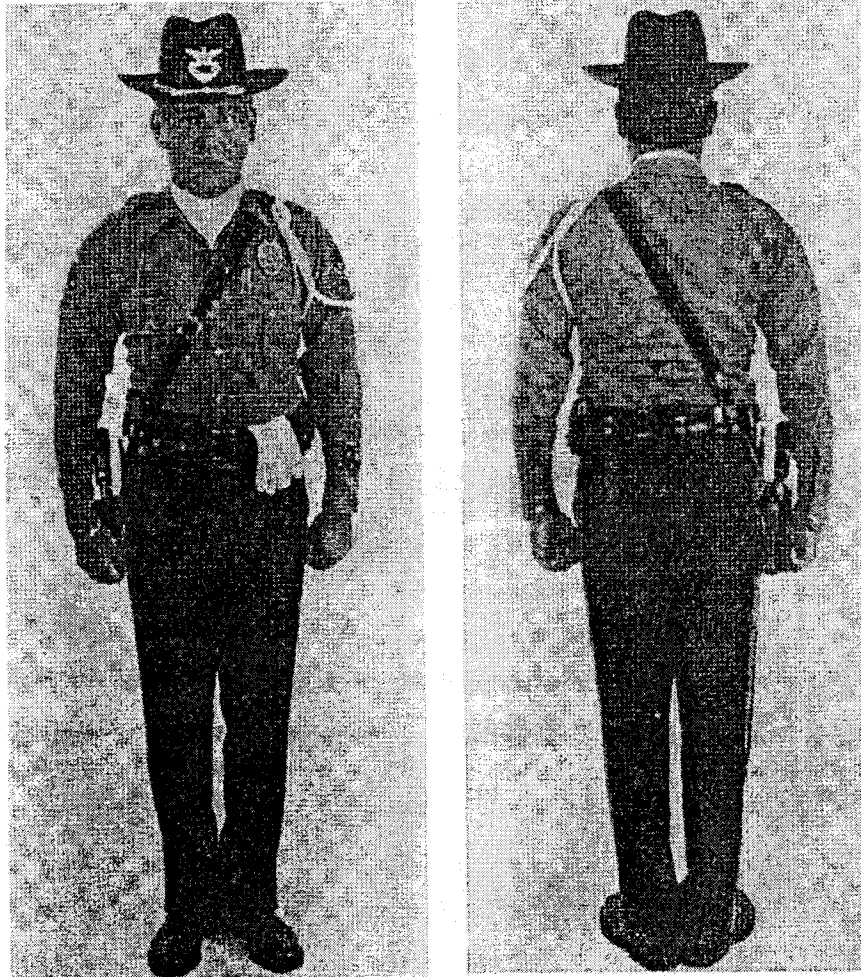


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class D, Police Officer Trainee Uniform

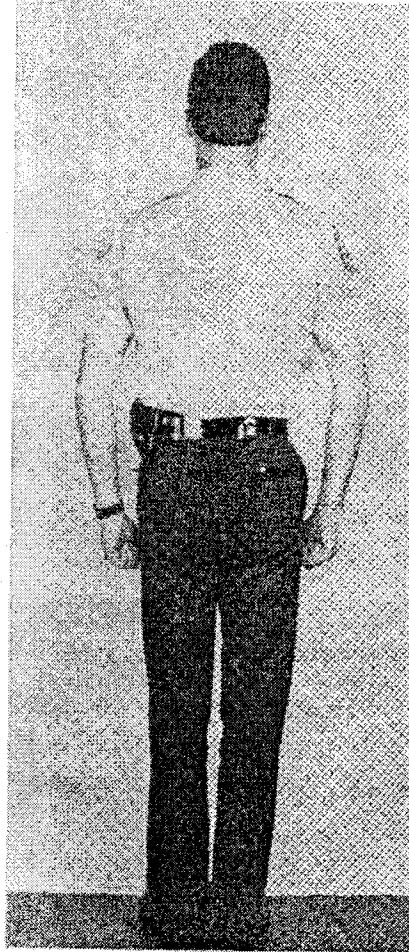
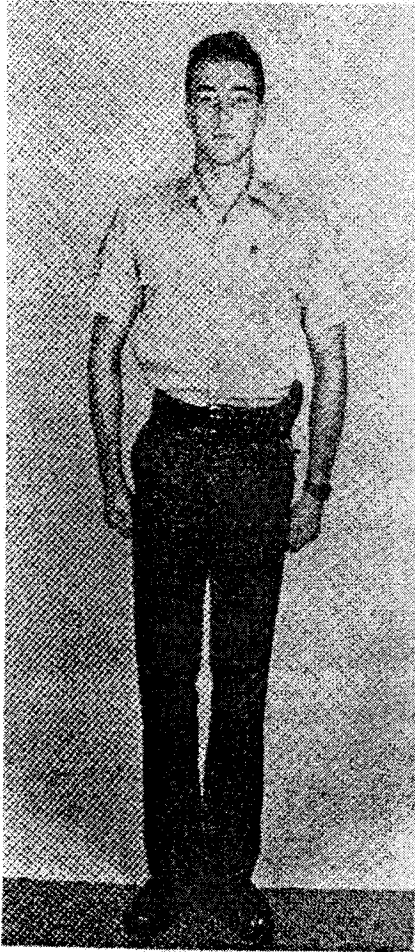


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class E, Special Use Uniform



EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class F, Formal Public Service Aide Uniform



EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class G, Abbreviated Public Service Aide Uniform

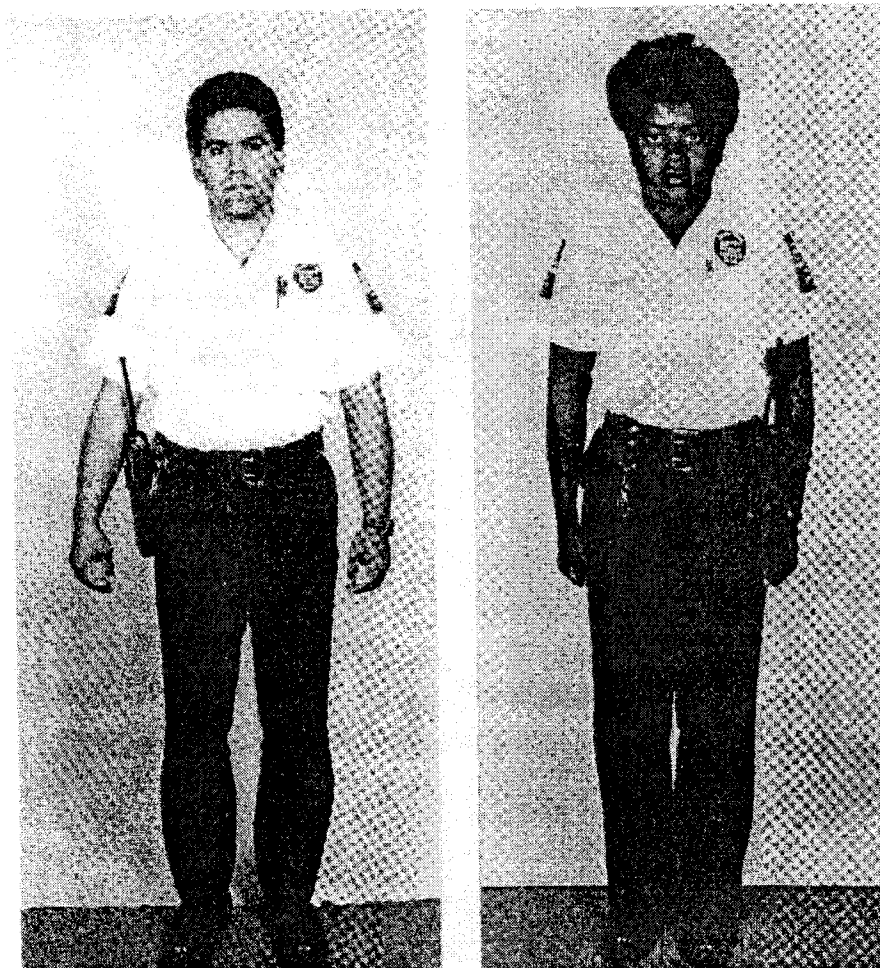


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Class K, Civilian Uniform

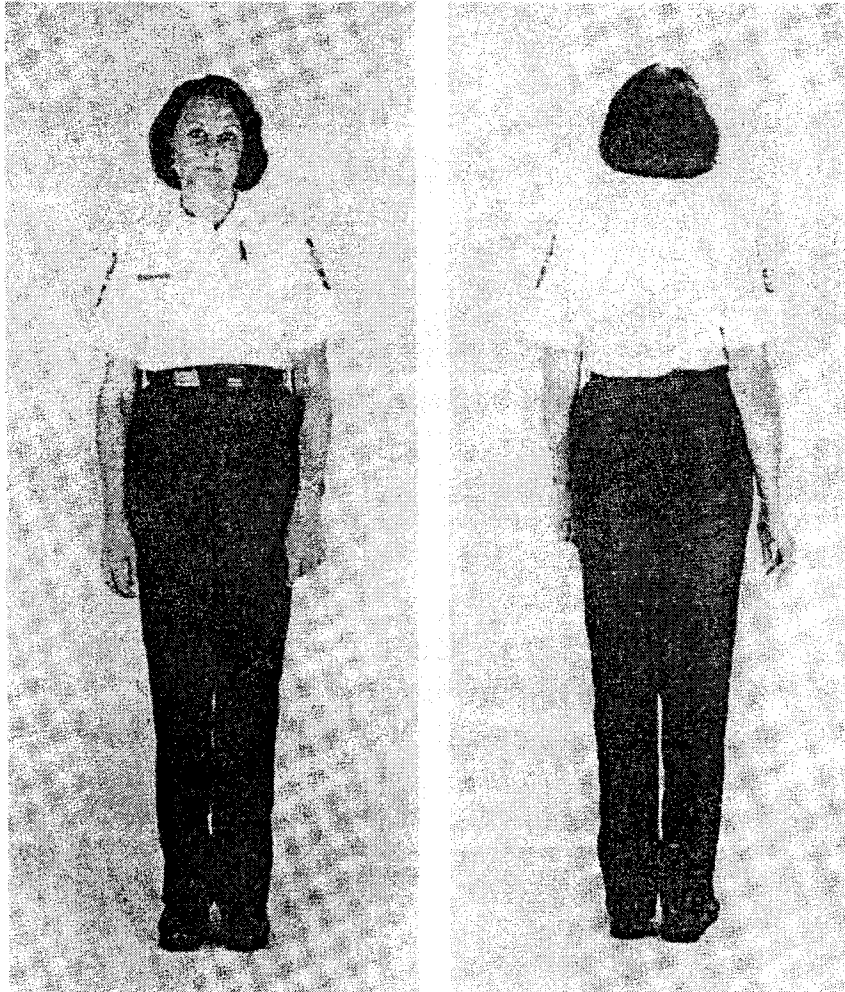


EXHIBIT B
THE VILLAGE OF PALMETTO BAY
Police Patrol Staffing Level

Job Classification	Quantity
Police Captain	01
Police Lieutenant	01*
Police Sergeant	05
Police Officer	26
COPS Officer	02
Detective	02
Police Records Specialist	02
Police Crime Analyst	00
Secretary	01
Police Services Aide	02
Total	42

- The Village will review the feasibility to enhance this position within the next fiscal budget year.

EXHIBIT C
THE VILLAGE OF PALMETTO BAY
MUTUALLY AGREED UPON MINIMUM NUMBER
OF REQUISITE POLICE PATROL STAFFING

Job Classification	Quantity
Police Captain	01
Police Lieutenant	01
Police Sergeant	05
Police Officer	27
Police Records Specialist	01
Police Crime Analyst	01
Secretary	01
Public Service Aide	03
Total	40

EXHIBIT D
VILLAGE OF PALMETTO BAY
FEE SCHEDULE FOR OPTIONAL SERVICES

Optional services provided by Marine Patrol, Motorcycle Patrol, and Special Events Units and Community Affairs Bureau may be conducted on regular on-duty and overtime status, as appropriate. Additionally, the Enhanced Enforcement Initiative activities are conducted by personnel throughout the Department on an overtime basis. Below is a list of average hourly and overtime rates including fringe benefits for optional police services. Other expenses such as educational/prevention activities will be charged as incurred.

Police Officer Hourly Rate	\$22.06
Police Officer Overtime Rate	\$33.09
Police Sergeant Hourly Rate	\$28.34
Police Sergeant Overtime Rate	\$42.51

Note: The average hourly and overtime rates will be-calculated annually.

Cost associated with the optional service of School Crossing Guard (SCG) Program includes SCG personnel costs and associated direct support costs that include supervisory personnel, operating and capital expenses that are included in the applicable overhead cost. Below is the estimated cost per SCG.

School Crossing Guard	\$11,612.00
-----------------------	-------------

Note: SCG costs are subject to the overhead cost indicated in Exhibit E.

EXHIBIT E
VILLAGE OF PALMETTO BAY
CALCULATION OF OVERHEAD COSTS

FY 2002/2003 BUDGET ALLOCATION		UMSA INCREMENTAL OVERHEAD
Professional Compliance Bureau		\$4,615,491
Facilities Management Section		\$3,673,979
	Electrical Service	\$757,746
	Water and Sewer Service	\$112,514
	Waste Collection	\$89,935
	Janitorial Service	\$1,012,451
	Building Leases	\$122,464
	Building Rentals	\$2,103,501
	Telephone	\$1,164,403
	Safety Equipment	\$229,620
Personnel Management Bureau		
	Polygraph Report	\$241,101
	Assessment Center	\$619,056
Radio Replacement		\$500,000
Telecommunications		\$1,045,996
Training Bureau		\$5,249,562
DEPARTMENT TOTAL		\$21,537,818
Total UMSA Police Cost		\$293,738,119
Variable Overhead		(\$21,537,818)
Fixed Overhead		(\$29,547,792)
Total Direct Cost		\$242,652,509
Overhead Rate		8.88%

EXHIBIT F

VILLAGE OF PALMETTO BAY LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including fiscal management.
2. Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, assists in preparation of a response, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
3. Media Relations Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
4. Police Services Section supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, automated external defibrillator program, and the personnel resource allocation software program.
5. Psychological Services Section advises on and implements departmental psychological services, and provides such services to departmental personnel.
6. Support Services Assistant Director is delegated responsibility and authority to assign and utilize personnel and material in an efficient and cost effective manner to provide: civil and criminal process issued by the courts; court security; departmental automated systems; criminal records; communications (police radio and emergency 911 telephone); building management and maintenance; and administrative and technical services concerning records, communications, information systems, resource and personnel management, and training functions.
7. Chief of the Centralized Services Division provides maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system, and training functions.
8. The Chief of Finance and Administration Division provides departmental budget, purchasing, supply, personnel, and fleet management functions, and non-tactical planning activities.

EXHIBIT F

VILLAGE OF PALMETTO BAY LIST OF ANCILLARY MDPD SERVICES

9. Budget and Planning Bureau is responsible for the development, preparation, and control of the Department budget and all related Miami-Dade Police Department (MDPD) funding sources. Prepares the official departmental Table of Organization. Prepares and publishes the Departmental Manual containing policies, rules, orders, and procedures. Revises the Departmental Manual on a continuing basis to reflect changes in departmental operations. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. Responsible for departmental compliance with accreditation standards. The Bureau has access to necessary information resources departmentwide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
10. Personnel Management Bureau provides for the recruitment, selection, and hiring of all MDPD employees; prepares and administers payroll activities; maintains personnel transaction records; maintains discipline, grievance, and appeal records; and coordinates employee benefit programs.
11. Resource Management Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; and administers the Law Enforcement Trust Fund and related accounting functions.
12. Information Services Division Chief is responsible for departmental automated systems and the handling of organizational information, data, and communications (police radio and emergency 911 telephone).
13. Information Systems Support Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software.
14. Systems Development Bureau is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, Computer Aided Dispatch, Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.
15. Intergovernmental Bureau investigates criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department. Investigates environmental crimes. Manages all

EXHIBIT F

VILLAGE OF PALMETTO BAY LIST OF ANCILLARY MDPD SERVICES

construction for the MDPD. Responsible for coordination of departmental building maintenance, operation, and facilities management. Provides Headquarters Building security, and coordination and enforcement of parking in the Headquarters Complex. Responsible for the False Alarm Enforcement Unit, the Nuisance Abatement Unit, and coordination of departmental safety programs.

16. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigative support in the processing and preservation of evidence and crime scenes, investigation of public corruption, and processing and serving criminal warrants.
17. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, and domestic crimes.
18. Investigative Support Division Chief is responsible for property and evidence storage, and crime scene and crime laboratory functions.
19. Special Investigations Division Chief conducts major economic, narcotic, criminal conspiracy, and organized crime investigations, and investigations of offenses associated with prostitution, gambling, and pornography that exceed the resources of other departmental elements. Responsible for processing and service of warrants.
20. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, furnish day-to-day law enforcement services to the community, and furnish specialized functions such as crowd control; hostage negotiation; canine; mounted, motorcycle, and marine patrol; and underwater recovery.
21. Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
22. North and South Division Chiefs are responsible for the management of uniformed patrol and general investigative functions in police districts.
23. Uniform Division Chief is responsible for the management of specialized police services to include Marine Patrol, Motorcycle Patrol, Canine, Special Response Team, Special Events Units as well as uniformed patrol function in public housing developments, seaport and Jackson Memorial Hospital.

Miami-Dade County 2002-2003 Pay Plan*

Sworn Classifications**

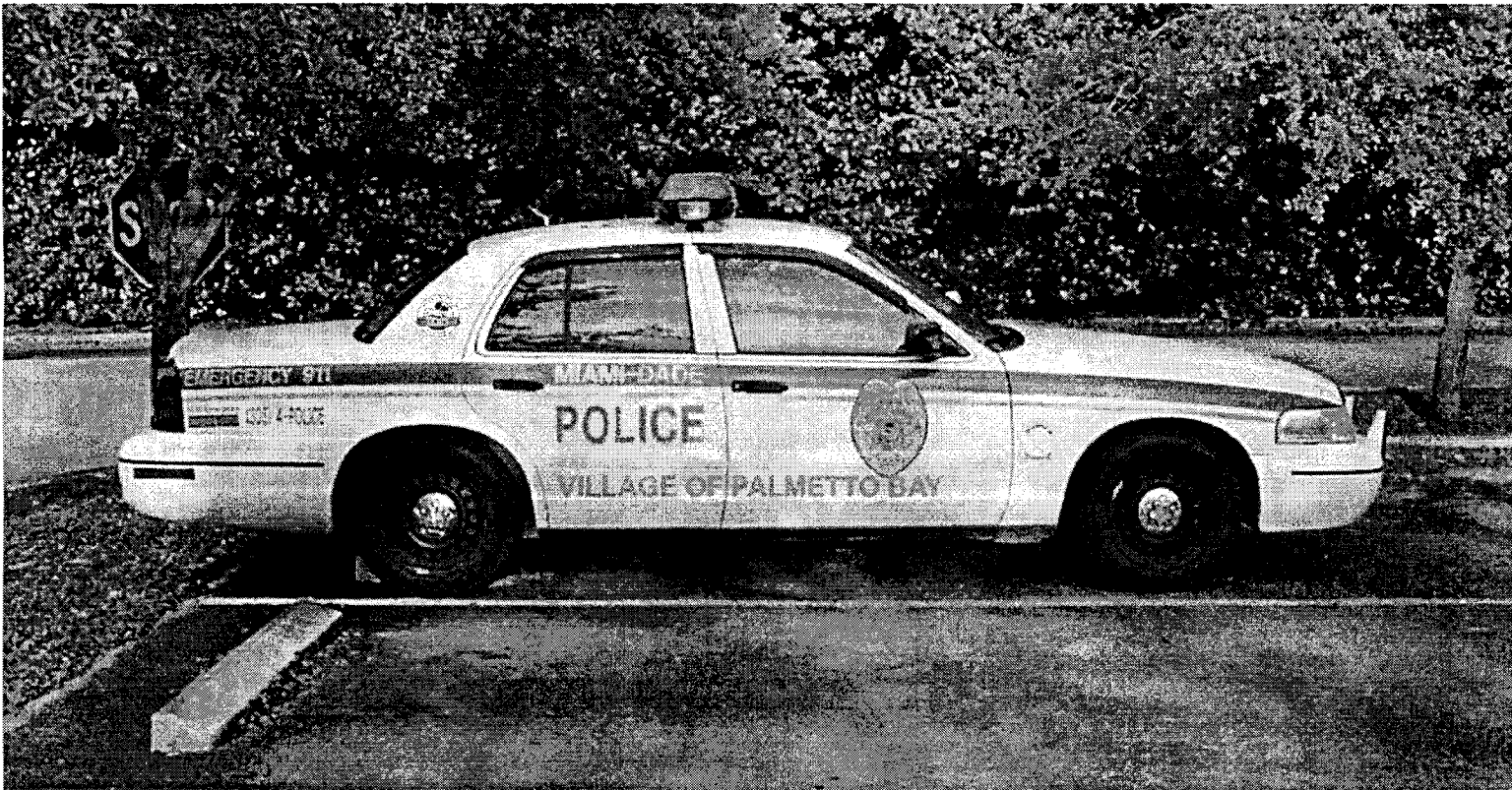
Exhibit G

Pay Step	Captain	Lieutenant	Sergeant	Officer
1	\$2,335.92	\$1,935.93	\$1,607.99	\$1,202.45
2	\$2,449.72	\$2,032.94	\$1,682.26	\$1,256.67
3	\$2,563.53	\$2,132.91	\$1,762.21	\$1,316.65
4	\$2,683.07	\$2,235.72	\$1,845.02	\$1,376.65
5	\$2,808.19	\$2,344.21	\$1,930.68	\$1,442.34
6	\$2,936.26	\$2,458.37	\$2,027.82	\$1,513.70
7	\$3,072.83	\$2,572.59	\$2,207.38	\$1,588.03
8	\$3,220.82	\$2,692.54	\$2,314.65	\$1,662.29
9	\$3,371.59	\$2,818.14	\$2,424.80	\$1,739.36
10	\$3,530.88	\$2,946.65	\$2,540.78	\$1,908.13
11	\$3,698.79	\$3,083.67	\$2,656.75	\$1,993.32
12	\$3,875.16	\$3,232.17	\$2,784.36	\$2,092.59
13	\$4,060.11	\$3,383.55	\$2,920.61	\$2,190.37

* Pay plan steps do not include fringe payments

** Effective the beginning of the first pay period in July of 2003, all employees in baggining unit classification shall receive a four (4%) wage increase.

EXHIBIT H
THE VILLAGE OF PALMETTO BAY
VILLAGE IDENTIFIERS ON
MDPD MARKED POLICE VEHICLES
SWORN OFFICER



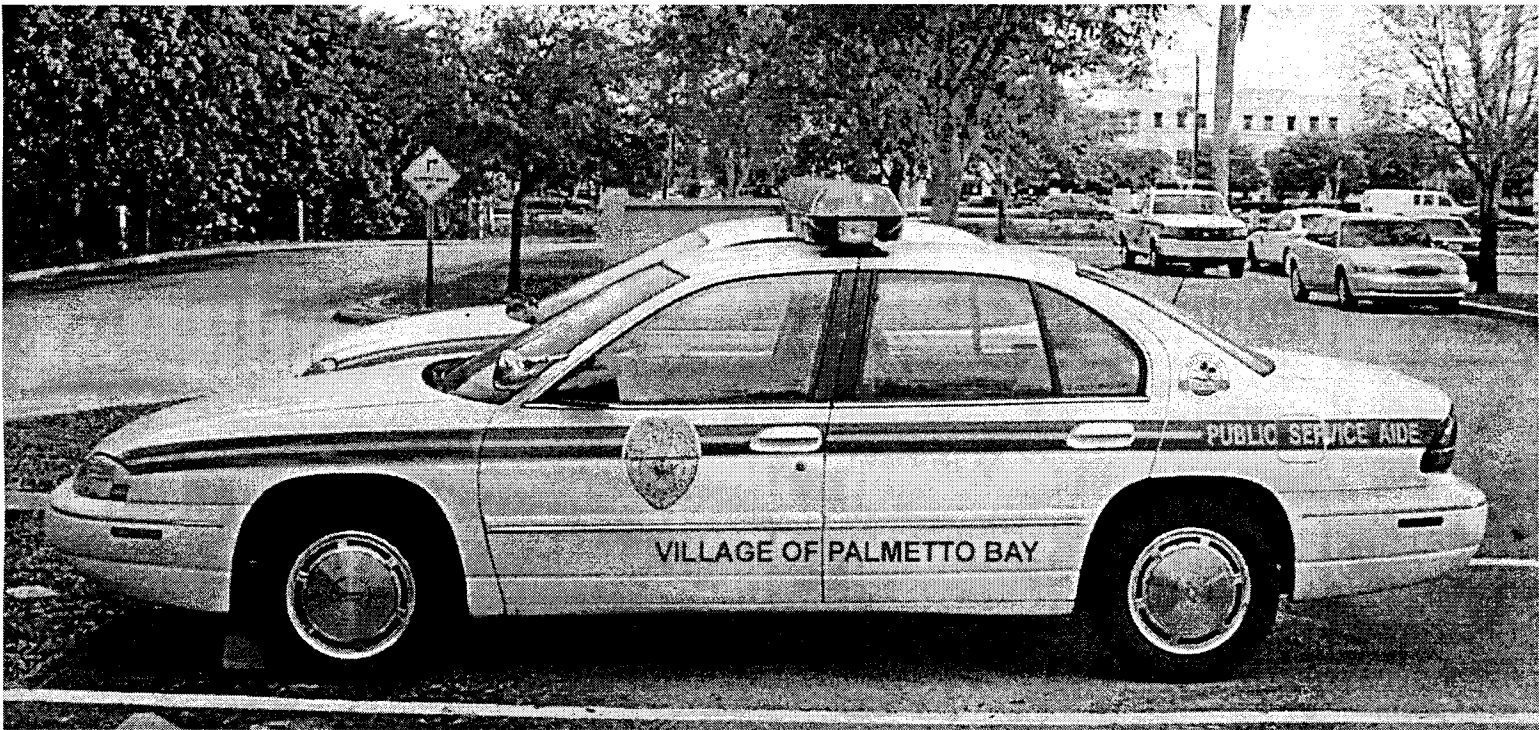
(DRAFT VERSION)

EXHIBIT H
THE VILLAGE OF PALMETTO BAY
VILLAGE IDENTIFIERS ON
MDPD MARKED POLICE VEHICLES
SWORN OFFICER



(DRAFT VERSION)

EXHIBIT H
THE VILLAGE OF PALMETTO BAY
VILLAGE IDENTIFIERS ON
MDPD MARKED POLICE VEHICLES
PUBLIC SERVICE AIDE



(DRAFT VERSION)

EXHIBIT I

The Village of Palmetto Bay
Localized Patrol Contract Estimated Annual Budget
Village Staffing*

Classification	#	Avg. Cost	Total
Police Captain	1	\$109,000	\$109,000
(No Cost First Year)	-	\$109,000	\$0
Police Lieutenant	1	\$93,000	\$93,000
Police Sergeant	5	\$77,000	\$385,000
Police Detective	2	\$62,000	\$124,000
Police Officer	26	\$62,000	\$1,612,000
COPS	2	\$62,000	\$124,000
SUB-TOTAL SWORN			\$2,338,000
Wage Increase July 2003	4.0%		\$93,520
SUB-TOTAL SWORN & WAGE			\$2,431,520
Public Service Aide	2	\$40,000	\$80,000
Police Records Specialist	2	\$37,000	\$74,000
Police Crime Analyst	0	\$44,000	\$0
Secretary	1	\$32,000	\$32,000
SUB-TOTAL NON-SWORN			\$186,000
Vehicles			
(Marked+ PSA)	34	\$10,790	\$366,860
(Unmarked)	4	\$6,500	\$26,000
(No charge for captain vehicle)	-1	\$6,500	\$0
Bicycle	2	\$1,200	\$2,400
SUB-TOTAL VEHICLES			\$397,660
SUB-TOTAL PERSONNEL			\$3,015,180
(Sworn, Non-Sworn, Vehicles)			
General Overtime	35	\$4,170	\$145,950
Enhanced Enforcement	1	\$100,000	\$100,000
SUB-TOTAL Overtime			\$245,950
Sub-Total			\$3,261,130
+8% Overhead			\$260,890
EST. MIN. PATROL COST			\$3,522,000
EST. MAX. PATROL COST	10.0%		\$3,874,000

* All costs are based on estimated average salaries and include Fringe costs.

(Final totals are rounded off by nearest thousands)

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